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FILED	RECEIVED
ENTERED	SERVED ON
COUNSEL/PARTIES OF RECORD	
AUG 04 2011	
CLERK US DISTRICT COURT	
DISTRICT OF NEVADA	
BY: _____	DEPUTY

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8 UNITED STATES DISTRICT COURT
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10 DISTRICT OF NEVADA

11 BILL ADAMSON, et al.

3:09-cv-0715-LDG-RAM

12 Plaintiffs,

13 v.

14 UNITED STATES OF AMERICA,

15 Defendant.
16

17 ORDER GRANTING MOTION FOR GOOD FAITH
18 SETTLEMENT DETERMINATION

19 Based on Motion made by Greater Nevada Builders and Steven F. Campoy,
20 individually and dba Steven F. Campoy General Contractors, (collectively "GNB"), by
21 and through their attorneys, Robison, Belaustegui, Sharp & Low, upon the papers and
22 pleadings on file in this matter, and the hearing held thereon, the Court now enters its
23 findings of facts, conclusions of law and judgment as follows:

24 1. This case arises from a breach of the Truckee Canal in Lyon County,
25 Nevada on January 5, 2008.

26 2. Numerous Complaints for Damages and numerous claims were filed in
27 State and Federal Courts against various parties, including GNB in the various cases
28 related to the Fernley flood of January 5, 2008. The parties to this action are set
forth in the caption and have been identified in the pleadings on file in the above-

1 captioned matter.

2 3. Plaintiffs and various parties claim that they suffered damages
3 resulting from the flood waters that came from the breach of the Truckee Canal on
4 January 5, 2008.

5 4. Plaintiffs and various parties allege that the January 5, 2008 flood in
6 Fernley was due to the inadequate maintenance and operation of the Canal, among
7 other reasons. They further assert that the flood consequences were "exacerbated"
8 by the City of Fernley and the County of Lyon because of "intentional indifference" to
9 requiring the contractors and builders of the residential subdivision to construct
10 infrastructure that would minimize the damage caused by flooding in the event the
11 flood waters entered the subdivision where Plaintiffs' homes were located.

12 5. Plaintiffs also assert that the flood consequences were exacerbated by
13 the "errors and omissions" in constructing various elements, including Rolling
14 Meadows subdivision improvements, houses, Jenny's Lane crossing and the
15 "Knuckle" at Wrangler Road and Wagon Wheel, committed by the Defendants, as
16 well as allegations of misrepresentations made on the sale of Rolling Meadows
17 properties.

18 6. GNB has also sued numerous parties as identified in the moving
19 papers, pleadings and caption.

20 7. Various parties have sued GNB in this and/or other actions as
21 identified in the moving papers, pleadings, and caption on the theories of negligence,
22 contribution and indemnity.

23 8. It is alleged that GNB was the developer and general contractor of

1 Rolling Meadows, involved in the Jenny's Lane crossing and the "Knuckle" at
2 Wrangler Road and Wagon Wheel and that GNB was at least partially responsible for
3 alleged defects in the Rolling Meadows subdivision. It is also alleged that
4 misrepresentations were made when the Rolling Meadows properties were sold.
5

6 9. GNB claims it never had any active role as the developer or general
7 contractor of Rolling Meadows or the other improvements and instead was simply the
8 home builder. It is agreed that GNB built the houses in the development. However,
9 Plaintiffs and other parties allege, despite GNB's position, that GNB did more. There
10 is a dispute as to whether GNB has any liability for Plaintiffs' damages.
11

12 10. An amicable global settlement of this matter has been reached among
13 the Plaintiffs and most parties to this case.
14

15 11. The Settlement Agreement essentially provides that GNB shall
16 collectively pay the sum of \$375,000.00 in exchange for a complete release from the
17 instant action and all pending actions as listed in GNB's Motion For Good Faith
18 Settlement Determination.
19

20 12. Neither Greater Nevada Builders nor Steven Campoy had insurance
21 that would provide coverage for any of the pending actions.
22

23 13. GNB has significantly lessened its business activities and thus has no
24 regular source of income from which to make any future payments. Without a source
25 of income, GNB's defense of these pending actions dissipates the limited pool of
26 funds available for settlement of these lawsuits.
27

28 14. The amount paid by GNB will be allocated to the Rondy class pursuant
to calculations to which GNB was not in privy, but the sum paid is in consideration
28

1 for the global settlement of all claims.

2 15. GNB actions were those of a house builder and as such were more
3 passive than most other Defendants, thus undermining any claims for indemnity.
4

5 16. There is no evidence or allegation that this settlement is fraudulently,
6 collusively or tortiously aimed at injuring non-settling Defendants.
7

8 17. The Court grants approval for the Global Settlement Agreement.
9

10 18. The Court finds that the settlement agreement is made in good faith.
11

12 19. The matter is dismissed with prejudice as to all claims against Greater
13 Nevada Builders, Inc. and Steven F. Campoy, individually and dba Steven F. Campoy
14 General Contracting, each party to pay their own costs and fees.
15

16 IT IS SO ORDERED.
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18 IDATED: August 4, 2011.
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21 UNITED STATES MAGISTRATE JUDGE
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